

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**RESIDENTIAL CAPITAL, LLC, et al.,  
(MG)**

**Debtors**

**M. FRANCINE MODDERNO**

**Plaintiff, *pro se*  
v.**

**RESIDENTIAL CAPITAL LLC/ RESIDENTIAL  
FUNDING, LLC, GMAC MORTGAGE, LLC, et al**  
**Defendant(s)**

**Chapter 11**

**Case No. 12-12020**

**Jointly Administered**

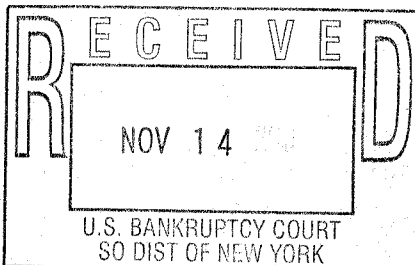
**Assigned to: Hon. Martin Glenn  
US Bankruptcy Judge**

**MOTION TO AMEND  
OBJECTION TO DEBTORS' THIRTIETH OMNIBUS OBJECTION TO CLAIMS  
(NO LIABILITY BORROWER CLAIMS - BOOKS AND RECORDS)  
(PLAINTIFF'S OBJECTION IS SCHEDULED FOR HEARING ON  
NOVEMBER 15, 2013)**

Plaintiff M. FRANCINE MODDERNO, acting *pro se*, respectfully requests this  
honorable Court to permit her to submit an amendment to her original Objection to Debtors'  
Thirtieth Omnibus Objection to Claims (No Liability Borrower Claims - Books and Records),  
which is submitted with this motion.

Respectfully submitted,

*M. Francine Modderno*  
M. Francine Modderno, *pro se*  
17147 Needles Court  
Leesburg, VA 20176  
(703) 669-8687



**AFFIDAVIT OF SERVICE**

I, M. Francine Modderno, acting *pro se*, certify that I have today, November 13, 2013, served the accompanying  
*First Amended Objection to Debtors' Thirtieth Omnibus Objection to Claims (No Liability Borrower Claims - Books  
and Records)*, via FAX and Certified US Mail to the following parties in this case:

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Tracy Hope Davis  
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Respectfully submitted,

*M. Francine Modderno*  
M. Francine Modderno, *pro se*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

**RESIDENTIAL CAPITAL, LLC, et al.,  
(MG)**

**Debtors**

M. FRANCINE MODDERNO

Plaintiff, *pro se*

v.

**RESIDENTIAL CAPITAL LLC, / RESIDENTIAL  
FUNDING, LLC, GMAC MORTGAGE, LLC, et al**  
Defendant(s)

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Assigned to: Hon. Martin Glenn  
US Bankruptcy Judge

**AMENDED OBJECTION**

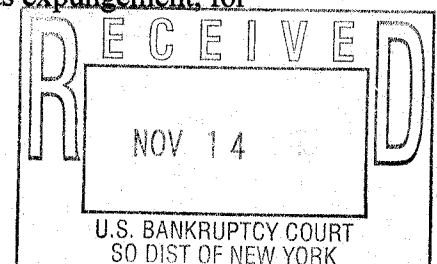
**TO DEBTORS' THIRTIETH OMNIBUS OBJECTION TO CLAIMS  
(NO LIABILITY BORROWER CLAIMS - BOOKS AND RECORDS)  
(PLAINTIFF'S OBJECTION IS SCHEDULED FOR HEARING ON  
NOVEMBER 15, 2013)**

Plaintiff M. FRANCINE MODDERNO, acting *pro se*, respectfully objects to Debtors' Thirtieth Omnibus Objection to Claims, which seeks to expunge her claim.

Plaintiff timely submitted a claim in this case against Residential Funding, recorded as received by the claim's administrator on November 15, 2012. The number assigned by the court to Plaintiff's claim is **4866**. Plaintiff's claim against Residential Funding is for her real property, located at 17147 Needles Court, Leesburg, Virginia 20176.

Plaintiff's objection originally was scheduled for hearing on November 7, 2013, but in her original Objection to Debtor's Thirtieth Omnibus Objection to Claims, Plaintiff requested an extension of time to submit her Objection, and this Court granted an extension to November 15, 2013.

Debtors are incorrect in their assertion that Plaintiff's claim warrants expungement, for the following reasons:



**Chapter 11 Case No. 12-12020****RESIDENTIAL CAPITAL, LLC, et al., Debtors****Claim No. 4866**

1. Plaintiff's claim stated that the reason for her claim was that Residential Funding did not own her property due to fraud. Plaintiff's Mortgage Note bears a fraudulent assignment. (A copy of the Mortgage Note is attached herein as **Exhibit A.**) As can be seen, the Mortgage Note bears a robosignature of Judy Faber. The signature is not an actual signature, but a stamp with "Judy Faber" carved into it. Not only is the "signature" obviously a stamp, but Ms. Faber has testified several times in depositions taken in other cases, which can be found on the Internet, that she did not personally verify that the information on property ownership documents was correct; and also that her signature stamp was widely used by others on property ownership documents. She also testified that property ownership documents bearing her "signature" were not notarized in the presence of a notary, but instead were notarized at a later date. The history of Ms. Faber's robosigning is presented in the following documents, as well as others available online:

A. As Ms. Faber's depositions are many pages long, Plaintiff hopes it is acceptable to refer the Court to the following online locations of the transcripts of two of her depositions:

a. US District Court for the Northern District of Illinois, **Eastern Division**  
**Case: 1:07-cv-01544** Filed: November 18, 2008, Deposition taken June 2, 2008

[http://stopforeclosurefraud.com/wp-content/uploads/2010/09/WM\\_FULL\\_DEPOSITION\\_OF\\_RESIDENTIAL-FUNDING.GMAC\\_JUDY\\_FABER.pdf](http://stopforeclosurefraud.com/wp-content/uploads/2010/09/WM_FULL_DEPOSITION_OF_RESIDENTIAL-FUNDING.GMAC_JUDY_FABER.pdf)

b. State of Indiana, Marion County Superior Court, **US Bank, NA v. Mamie Robinson**, case no. 49D06-0703-MF-013045, Deposition taken August 14, 2009

[http://api.ning.com/files/MqHepr4q3wscSBiv9QQyuadg2uSmAbef9D49SqTbXUqoaJ3V\\*PBldxLcmNo\\*J8aAZP\\*\\*MG4BvZ7ufajm32tIsIFJGLdNyCSC/GMACDepositionFaber.pdf](http://api.ning.com/files/MqHepr4q3wscSBiv9QQyuadg2uSmAbef9D49SqTbXUqoaJ3V*PBldxLcmNo*J8aAZP**MG4BvZ7ufajm32tIsIFJGLdNyCSC/GMACDepositionFaber.pdf)

B. A summary of Ms. Faber's robosigning activities is attached as **Exhibit B.** This exhibit is a copy available online of a letter to the Honorable Judge Joseph M. Strickland in Columbia, South Carolina, in *Civil Action No. 2010-CP-40-0983, Deutsche Bank Trust Company Americas as Trustee for RALI 2004QA6 v. Robert M. LaFitte, Elizabeth Bow LaFitte,*

**Chapter 11 Case No. 12-12020**

**RESIDENTIAL CAPITAL, LLC, et al., Debtors**

**Claim No. 4866**

*USAA Federal Savings Bank, Gregg Park Homeowners Association.*

2. Debtors Residential /Residential Funding Company, LLC/GMAC-Residential Funding Company, LLC, along with other major lenders in the United States, agreed to a Consent Judgment in the case titled *United States, et al. v. Bank of America Corp., et al., No.*

*12-CV-00361 (RMC)*, filed in the District of Columbia on April 4, 2012. New York is among the states that signed the consent agreement. The Settlement Term Sheet of the Consent

Judgment states:

... affidavits, sworn statements and Declarations shall be signed by hand signature of the affiant (except for permitted electronic filings). For such documents, except for permitted electronic filings, signature stamps and any other means of electronic or mechanical signature are prohibited.

Per this Consent Order, the robo-signed assignment of Residential Funding on Plaintiff's Mortgage Note is invalid, and thus Debtors' claim to Plaintiff's property is invalid, clouding the title to Plaintiff's home.

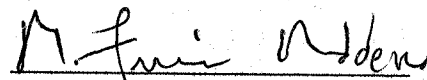
WHEREFORE, Plaintiff begs this honorable Court to:

1. Rule that the Debtors may not expunge Plaintiff's claim, based on the Consent Judgment in the case titled *United States, et al. v. Bank of America, et al.*, filed in the District of Columbia on April 4, 2012;

2 Rule that the debtors and/or the trustee of this Court have no legal right to sell or otherwise dispose of Plaintiff's property due to the invalid assignment; and,

3. Provide any other relief the Court may deem just, equitable or otherwise appropriate.

Respectfully submitted,



M. Francine Modderno, *pro se*  
17147 Needles Court  
Leesburg, VA 20176  
(703) 669-8687